

3-19-1918

Board of Trustees Meeting Minutes 1918-03-19

Bowling Green State University

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9. Campus Illumination
 (Lump sum for complete job as outlined on Plan 60-17 and in specification.) (12 lamp standards)
 Using standard #781 \$2154.20
 " " #796 2183.00
 " " #589 2204.06
 " " #842 2798.30
 Note: State bids according to style of lamp standards.
10. Rough Grading Removing pile of earth in rear of Training School Building, and depositing and spreading as directed by engineer to rough grade around Administration, Science and Training School Buildings. (Approx. 4000 cu. yds.) 75¢ per cu. yd.
11. Irrigation: Installing water lines under pavements, and street washers in sunken panel.
 130 ft. of 2" water pipe 40¢ pr.lin.ft. 15¢ pr.lin.ft. 55¢ pr.lin.ft.
 3'-6" under ground
 240 ft. of 1/4" water pipe 20¢ " " " 15¢ " " " 35¢ " " "
 3'-6" under ground \$8.00 each \$1.00 each \$9.00 each
 5'-4" McNamara St. Washers
12. Removing Old Curbing: Removing and piling at point near Power House. Approx. 1434 linear ft. 5¢ pr.lin.ft. 5¢ pr.lin.ft.
13. Removing Old Flagging: Removing old flagging along Court and Wayne Sts. in intersection and piling at points in rear of buildings as designated by engineer. Approx. 3160 sq. ft. 3¢ pr.lin.ft. 3¢ pr.lin.ft.

Signed this 16 day of March 1918.

Contractor The Finch Eng. Co.
 Address Bowling Green, O.

Moved by Reynolds and seconded by Shatzel that the Board adjourn to meet at the Neil House, Columbus, Ohio, on Tuesday, March 19th, 1918, at 1 o'clock P. M., to further consider the bid of The Finch Engineering Company, to arrange for the disposition of funds for the proposed landscape work, to file the plans and specifications at the office of the Auditor of State and to enter into contract in pursuance to law and official instructions. Voting aye: Ganz, Collins, Reynolds, Shatzel. Nays, none. Motion declared carried.

Meeting adjourned.

Attest: J. E. Shatzel Secretary

E. H. Ganz President

Columbus, Ohio, March 19, 1918

Minutes of meeting of the Board of Trustees of Bowling Green State Normal College held at The Neil House, Columbus, on Tuesday, March 19th, 1918, convening at 1 o'clock P. M.

Members present: President E. H. Ganz, Vice President J. E. Collins, Treasurer F. E. Reynolds, Secretary J. E. Shatzel. President of the College, Dr. H. B. Williams, also present.

Reading of minutes of previous meeting dispensed with for want of time.

Dr. Williams reported that he had visited the offices of the Auditor of State and the Budget Commissioner and had been informed that the sum of \$24000.00 will be available for landscape work, without any transfer of funds, that this amount is made up of the \$20000.00 appropriated for "walks, grading, etc." and the \$4000.00 appropriated for "other" non-structural improvements, the latter amount to be used for campus illumination, drainage, etc.

The Board thereupon further considered the bid of The Finch Engineering Company after which it was moved by Reynolds and seconded by Shatzel that the concrete base and tarvia top pavement be adopted, that the south walk be temporarily eliminated, and that the bid of The Finch Engineering Company, amounting to the sum of \$21784.37 for said work complete, be accepted. Voting aye: Ganz, Reynolds, Shatzel. Motion declared carried.

Thereupon The Finch Engineering Company and this Board entered into the following contract, subject to the approval of the Attorney General of Ohio, to-wit:-

CONTRACT

THIS AGREEMENT, made and entered into this (19th day of March, 1918) by and between (The Finch Engineering Company of Bowling Green, Ohio,) party of the first part (hereinafter designated as contractor); and The Board of Trustees of The Bowling Green (Ohio) State Normal College, party of the second part (hereinafter designated as owner).

WITNESSETH, That the said contractor in consideration of the fulfillment of the agreement herein made by the owner, agrees with the said owner, as follows:

Article 1. The contractor under the direction and to the satisfaction of a competent superintendent to be selected by said Board and its architect and Mr. Louis Brandt, Landscape Architect, acting for the purpose of this contract as agent of said owner, shall and will provide all material and perform all work mentioned in the specifications or shown on the drawings as prepared by said architect, for the construction and completion of (Court St. Mall, and Intersection of Court and Wayne Sts.,) which work includes, (Excavation, Drainage, Partial Irrigation, Illumination, Stone Sidewalks and Curbs, Tarvia Pavement on Concrete Base, Rough Grading surrounding areas and about certain buildings, Surfacing lawns, and removing old curbs, walks and interfering trees, according to Plan No. 60-17 "Portion of Plan for Irrigation, Electric Light and Drainage"; Plan No. 60-19 "Detail of Catch Basins and Tile Inlets"; Plan No. 60-22 "Plan of Court St. Entrance and Circle, showing curbing"; and Plan No. 60-16 "Typical Cross Section of Court St. Mall".

These drawings and specifications are identified by the file in the office of the Auditor of State.

Art. 2. The architect shall furnish the contractor such further drawings or explanations as may be necessary to detail and illustrate the work to be done and the contractor shall conform to the same as a part of the contract so far as they may be consistent with the original drawings and specifications referred to and identified as provided in Article 1. It is mutually understood and agreed that all drawings and specifications are and remain the property of the state.

Art. 3. No alterations shall be made in the work shown or described by the drawings and specifications, except upon the written order of the architect, and when so made, the value of the work added or omitted shall be computed by the architect and the amount so ascertained shall be added to or deducted from the contract price.

Art. 4. The contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the architect or his authorized representative. He shall, within twenty-four hours after receiving written notice from the architect to that effect, remove from the grounds or buildings, all materials condemned by him, whether worked or unworked, and to take down all portion of the work which the architect shall by like written notice condemn as unsound, improper or as in any way failing to conform to the drawings and specifications.

Art 5. Should the contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the owner shall be at liberty after five days written notice to the contractor, to provide any such labor or material, and to deduct the cost thereof from any money then due or thereafter to become due the contractor under this contract; and if the architect shall certify that such refusal, neglect or failure is sufficient grounds for such action, the owner shall be at liberty to terminate the employment of the contractor for said work, and to enter upon the premises and take possession, for the purpose of completing the work comprehended under this contract, of all tools, materials and appliances thereon, and to employ any other person or persons to finish the work, and to provide the material therefor.

And in case of such discontinuance of the employment of the contractor, he shall not be entitled to receive any further payment under this contract until the said work shall be wholly completed, at which time if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the owner in finishing the work, such excess shall be paid to the contractor by the owner, but if such expense shall exceed the unpaid balance, the contractor shall pay the difference to the owner. The expense incurred by the owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the architect, whose certificate thereof shall be conclusive upon the parties.

Art. 6. The contractor is to complete all work contemplated under this contract by (June 15th, 1918.)

Upon failure to have all work fully completed by the date above mentioned the contractor shall forfeit and pay or cause to be paid to the owner, the sum of fifteen dollars (\$15) per day for each and every day thereafter the said work remains in an unfinished condition, for and as liquidated damages, and to be deducted from any payments due or to become due to said contractor.

Art. 7. Should the contractor be obstructed or delayed in the prosecution or completion of his work by any act, neglect, delay or default of the owner or the architect, or of any other contractor employed by the owner upon the work, or by any damage which may happen by fire, lightning, earthquake or

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cyclone, or the abandonment of the work by the employees through no fault of the contractor, then the time herein fixed for the completion of the work shall be extended for a period of time equal to the time lost by reason of any or all of the causes aforesaid, but no set allowance shall be made unless a claim therefor is presented in writing to the architect within twenty-four hours of the occurrence of such delay. The duration of such extension shall be certified by the architect.

Art. 8. The owner agrees to provide all labor and material not included in this contract in such manner as not to delay the material progress of the work, and in event of failure so to do, thereby causing loss to the contractor, agrees that he will reimburse the contractor for such loss; the contractor agrees that if he shall delay the material progress of the work, so as to cause any damage for which the owner shall become liable, as above stated, then he shall make good to the owner any such damage.

Art. 9. It is hereby mutually agreed between the parties hereto that the sum to be paid by the owner to the contractor for said work and material shall be (Twenty-one Thousand Seven Hundred Eighty-Four Dollars and Thirty-seven cents (\$21,784.37)) subject to additions and deductions as hereinbefore provided, and that such sum shall be paid in current funds by the owner to the contractor in installments as follows:

Upon estimates issued by the architect about once a month as long as the work progresses. Said estimates to call for payments in accordance with the state law governing public buildings, provided, however, that nothing in this contract shall be construed to create an obligation or incur a liability against the state in excess of the appropriation made for (grading, walks, and other improvements) upon said Normal College grounds designated in said appropriation bill as (G-3 Grading, Walks, etc. and G-3-Other; during the years of 1917 and 1918 payments) shall be made on all suitable materials furnished and delivered at the site less fifty per cent; provided, always, that all material delivered on the grounds and on which estimates have been based, is to become the property of the state and shall not be removed from the premises; the said fifty per cent to be reserved until said material is in place; and also payments on the material and work in place less ten per cent to be retained until the work shall have been completed and accepted by the party of the second part. The final payment shall be made within thirty days after the fulfillment of this contract. All payments shall be made upon written certificates of the architect to the effect that such payments are due.

If at any time there should be any evidence of any lien or claim for which, if established, the owner of the said premises might become liable and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify him against such claim or lien. Should there prove to be any such claim after all payments are made, the contractor shall refund to the owner all monies that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the contractor's default.

Art. 10. It is further mutually agreed between the parties hereto that not any certificate given in payment under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and no payment shall be construed to be the acceptance of defective work or improper materials.

Art. 11. The work covered by this contract, and the quantities and unit prices are as follows:-

| | | |
|--|--|---------------|
| 1. <u>Excavation</u> | | |
| (a) Excavating existing macadam 1100 cu. yds. @ 85¢ | | \$935.00 |
| (b) Excavating new roads 1300 cu. yds. @ 50¢ | | 650.00 |
| (c) Excavating stone (if found in roadbed) Quantity unknown - small - @ 10.00 per cu. yd. | | |
| 2. <u>Foundation</u> | | |
| Concrete Foundation 3979 sq. yds. @ 1.40 | | 5570.60 |
| 3. <u>Wearing Surface</u> | | |
| Tarvia Macadam (Penetration Method) 3979 sq.yds. @ 90¢ | | 3581.10 |
| 4. <u>Curbing</u> | | |
| Radial - 913 linear ft. @ 1.15 | | 1049.95 |
| Straight - 68 linear ft. @ 75¢ | | 51.00 |
| 5. <u>Subdrainage</u> | | |
| Very little needed, if any @ 30¢ per lin. ft. 4" Vit. sewer | | |
| 6. <u>Sandstone Walks</u> | | |
| 12859 sq. ft. @ 24¢ | | 3086.16 |
| 7. <u>Surfacing Lawns</u> | | |
| 3375 sq. yds. @ 10¢ | | 337.50 |
| 8. <u>Surface Drainage</u> | | |
| (a) 16 - 4 ft. C. B. @ 70.00 | | 1120.00 |
| (b) 500' - 6" V. S. P. from C. B. to Sewer @ 75¢ | | 375.00 |
| (c) 100' - 8" " " " " " " " " @ 1.00 | | 100.00 |
| (d) 4 10"x6" Tile inlets @ 8.00 | | 32.00 |
| | | <hr/> 1627.00 |
| 9. <u>Campus Illumination</u> | | |
| Using Standard No. 589 Union Metal Mfg.Co., Canton, O. | | 2204.06 |

| | |
|---|-------------------------|
| 10. <u>Removing Pile of Earth</u> 3100 cu. yds. @ 75¢ | 2325.00 |
| 11. <u>Irrigation (Part under sts.)</u> 130 lin. ft. of 2" pipe laid 3'-6" underground 240 " " " 1/4" " " 3'-6" " 5 - 4" street washers installed @ 9.00 | 71.50 84.00 45.00 |
| 12. <u>Removing Old Curb and Piling Same</u> 1434 lin. ft. @ 5¢ | 71.70 |
| 13. <u>Removing Old Flag Walks, and Piling Same</u> 3160 sq. ft. @ 3¢ | 94.80 21784.37 |

Art. 12. The said parties for themselves, their successors and assigns do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands and seals the day and year first above written.

The Finch Engineering Co., Contractor
By C. D. Finch, Gen. Mgr.

Board of Trustees (E. H. Ganz, Pres't.
(J. E. Shatzel, Sec'y.
(F. E. Reynolds

At the same time the following bond was offered, to-wit:-

CONTRACT BOND

(Act of March 21, 1917, S. B. 39, and Act of March 20, 1917, H. B. 378)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, The Finch Engineering Company, of Bowling Green, Ohio, as principal, and Anna R. Finch, A. E. Avery, F. H. Prieur, and A. G. Mercer as sureties, are held and firmly bound unto the State of Ohio in the penal sum of Twenty-two Thousand Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the 19th day of March, 1918, file with the Board of Trustees of The Bowling Green State Normal College a proposal for the construction and completion of certain grading, walks and other improvement on the grounds of The Bowling Green State Normal College as per plans, specifications and detail drawings prepared by Louis Brandt, landscape architect in charge of said work.

Now, therefore, if the said proposal is accepted the said The Finch Engineering Company, aforesaid principal, will within ten days next after the awarding of the said contract to him, enter into a proper contract in accordance with the proposal, plans, details, specifications and bills of material, which said contract is made a part of this Bond the same as though set forth herein.

Now, if the said The Finch Engineering Company shall well and faithfully do and perform each and all of the things agreed by said Company to be done and performed according to the terms of said contract; and shall pay to or in behalf of the State of Ohio the sum of all damage sustained by the state by failure of said The Finch Engineering Company to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefor, and shall pay all lawful claims of sub-contractors, material men and laborers, for labor or material furnished or performed in carrying forward, performing or completing of said contract, the said The Finch Engineering Co., principal, and Anna R. Finch, A. E. Avery, F. H. Prieur, and A. G. Mercer, sureties, agreeing that this undertaking shall be for the benefit of any sub-contractor, material man or laborer having a just claim, as well as for the obligee herein, then this obligation shall be void, otherwise to be and remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said sureties Anna R. Finch, A. E. Avery, F. H. Prieur, and A. G. Mercer hereby stipulate and agree that no modifications, omissions or additions in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligation of said surety on its bond.

SIGNED AND SEALED this 19th day of March, A. D. 1918.

THE FINCH ENGINEERING COMPANY
per C. D. Finch, General Manager

Note: The sum of this Bond
must be at least the total
sum of the bid.

Anna R. Finch
A. E. Avery
F. H. Prieur
A. G. Mercer

Moved by Reynolds and seconded by Shatzel that the aforesaid contract and bond be entered at length on the minutes of the Board and that they be forwarded to the Attorney General for ratification and approval. Voting aye: Ganz, Reynolds, Shatzel. Nays, none. Motion declared carried.

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Moved by Shatzel and seconded by Reynolds that the Board enter into contract with The Finch Engineering Company to place cinders when needed for the future construction of the entrance walk on south side of Court Street, the Board to furnish the cinders free and pay for said work, when done to the satisfaction of the landscape architect and this Board, the sum of \$200.00. Voting aye: Ganz, Reynolds, Shatzel. Nays, none. Motion declared carried.

The following memorandum of agreement was entered into, to-wit:-

Memorandum of Agreement

This Memorandum of Agreement by and between The Finch Engineering Company and The Board of Trustees of the Bowling Green State Normal College, Witnesseth:-

That said Finch Engineering Company hereby agrees to put in place cinder footing for the so-called south entrance walk, running from Thurstin Avenue east on south side of Court Street to the north and south walk west of circle in front of Administration Building, for the sum of \$200.00, and according to the following specifications, to-wit:

Cinders shall be laid according to grade established by the Engineer, five inches deep after raking, leveling and rolling, and subject at all times to the approval of the landscape architect in charge of work.

Said Board of Trustees agrees to furnish the cinders necessary for this work free of expense to said Engineering Company, the Company to haul the same, and to pay for the work the said sum of \$200.00 upon completion of the work to satisfaction of the architect and Board.

Witness our hands this 19th day of March, 1918.

The Finch Engineering Co.
By C. D. Finch,
V. Pres. and Gen. Mgr.

The Board of Trustees of the Bowling
Green State Normal College

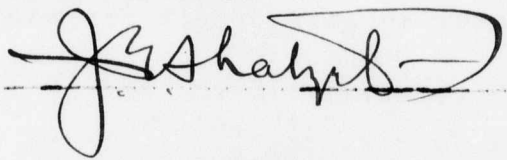
E. H. Ganz, President
J. E. Shatzel, Secretary

President Williams reported that Contractor Houser had completed three water wells on the College Farm and stated that the wells showed a satisfactory production of water. He further stated that work would soon be begun on the fourth well and that this well would doubtless be completed and a final report on the series of four wells would be presented at the next meeting of the Board.

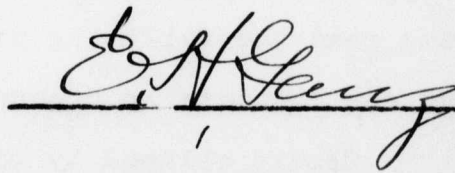
Moved by Reynolds and seconded by Shatzel that the Board now adjourn to meet on call of the President. All members voted aye. Motion declared carried.

Meeting adjourned.

Attest:



Secretary



President